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2 Dana Jonathon Nitz, Esq.

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9 [inam@wrightlegal.net](mailto:inam@wrightlegal.net)

10 Attorney for Secured Creditor, Federal National Mortgage Association ("Fannie Mae"),  
11 creditor c/o Seterus, Inc.

12 UNITED STATES BANKRUPTCY COURT

13 DISTRICT OF NEVADA

14 In re:

Case No.: 13-52342-btb

Chapter: 13

15 SUSY J VALDESPIN

16 aka SUSY J CORONADO

17 aka SUSY J CORONADOORELLANA

18 aka JORGE VALDESPIN

19 aka SUSY J VALENCIA

20 NOTICE RE: BREACH OF CONDITION

21 Debtor.

22 NOTICE IS HEREBY GIVEN to the Debtor, Susy J Valdespin, that she is in default  
23 under the terms of the Stipulation Regarding Adequate Protection Payments (the "Stipulation")  
24 filed on November 19, 2014, and ordered by the Court on November 20, 2014. The Stipulation  
25 was based on the debt associated with the real property located at 9345 Stoney Creek Way,  
26 Reno, Nevada 89506.

27 The Debtor agreed to make adequate protection payments for nine months consisting of  
28 eight payments of \$863.78 from October 15, 2014, through May 15, 2015, and one payment of  
\$863.80 due June 15, 2015. The Debtor also agreed to remain current and in good standing on  
her regular monthly post-petition mortgage payments beginning with the October 1, 2014, post-  
petition payment. A true and correct copy of the Stipulation is attached hereto as **Exhibit 1**.

The Debtor has failed to make her scheduled monthly payments under the Stipulation. The amount currently due to Secured Creditor is \$25,021.58, broken down as follows:

Monthly payments 5/1/15-1/1/16 @ \$968.72	\$8,718.48
Monthly payments 2/1/16-1/1/17 @ \$1,035.20	\$12,422.40
Monthly payments 2/1/17-3/1/17 @ \$1,076.56	\$2,153.12
Adequate Protection Payment due 5/15/2015	\$863.78
Adequate Protection Payment due 6/15/2015	\$863.80

**Total** **\$25,021.58**


Pursuant to the terms of the Stipulation, upon default by the Debtor, Secured Creditor, Federal National Mortgage Association ("Fannie Mae"), has to serve a written notice of Default to the Debtor in the case. If the Debtor fails to cure the default within 15 calendar days after mailing such written notice, Secured Creditor may file and serve a declaration under penalty of perjury specifying the default, together with a proposed order terminating stay, which the Court may grant without further notice of hearing.

Based on the terms of the Stipulation, Fannie Mae hereby provides Notice to the Debtor of the breach of the Stipulation and Secured Creditor hereby demands the default to be cured within fifteen (15) calendar days after mailing of the herein Notice.

If the Debtor does not cure the default, Secured Creditor will file and serve a declaration detailing the failure to cure and submit its proposed order terminating stay concerning the Property located at 9345 Stoney Creek Way, Reno, Nevada 89506.

DATED this 3rd day of March, 2017.

WRIGHT, FINLAY & ZAK, LLP

  
Inku Nam, Esq.

Nevada Bar No. 12050

7785 W. Sahara Ave., Suite 200

Las Vegas, NV 89117

Attorney for Secured Creditor,

Federal National Mortgage Association ("Fannie Mae")

**CERTIFICATE OF SERVICE**

- 1  
2 1. On March 9 2017, I served the following document(s):

3 **NOTICE RE: BREACH OF CONDITION**

- 4 2. I served the above-named document(s) by the following means to the persons as  
5 listed below:

6 (Check all that apply)

- 7 ■ a. ECF System (You must attach the "Notice of Electronic Filing", or list all persons  
8 and address and attach additional paper if necessary)

9 JAMES B. BALL on behalf of Creditor AMERICREDIT FINANCIAL  
10 SERVICES INC dba GM Financial  
bkecf@poliball.com

11 KERRY J. EATON on behalf of Debtor SUSY J VALDESPIN  
12 mmall@drinkwaterlaw.com, bdrinkwaterlaw@gmail.com

13 RAYMOND A. JEREZA on behalf of Creditor FEDERAL NATIONAL  
14 MORTGAGE ASSOCIATION (FANNIE MAE), C/O SETERUS, INC.  
15 rjereza@wrightlegal.net,  
lcox@wrightlegal.net;ebaker@wrightlegal.net;jcraig@wrightlegal.net

16 WILLIAM A. VAN METER  
17 c13ecf@nvgbell.net, wvanmeter13@ecf.epiqsystems.com

18 WILLIAM A. VAN METER on behalf of Trustee WILLIAM A. VAN METER  
19 c13ecf@nvgbell.net, wvanmeter13@ecf.epiqsystems.com

- 20 ■ b. United States mail, postage fully pre-paid (List persons and addresses. Attach  
21 additional paper if necessary)

22 SUSY J VALDESPIN  
23 9345 STONEY CREEK WAY  
RENO, NV 89506

24 AMERICREDIT FINANCIAL SERVICES, INC.  
25 DBA GM FINANCIAL  
26 P O BOX 183853  
27 ARLINGTON, TX 76096  
28

- ☐ c. Personal Service (List persons and addresses. Attach additional paper if necessary)

I personally delivered the document(s) to the persons at these addresses:

- ☐ For a party represented by an attorney, delivery was made by handing the document(s) to the attorney or by leaving the document(s) at the attorney's office with a clerk or other person in charge, or if no one is in charge by leaving the document(s) in a conspicuous place in the office.

- ☐ For a party, delivery was made by handing the document(s) to the party or by leaving the document(s) at the person's dwelling house or usual place of abode with someone of suitable age and discretion residing there.

- ☐ d. By direct email (as opposed to through the ECF System) (List persons and email addresses. Attach additional paper if necessary)

Based upon the written agreement of the parties to accept service by email or a court order, I caused the document(s) to be sent to the persons at the email addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

- ☐ e. By fax transmission (List persons and fax numbers. Attach additional paper if necessary)

Based upon the written agreement of the parties to accept service by fax transmission or a court order, I faxed the document(s) to the persons at the fax numbers listed below. No error was reported by the fax machine that I used. A copy of the record of the fax transmission is attached.

1           □ f. By messenger (List persons and addresses. Attached additional paper if  
2           necessary)

3           I served the document(s) by placing them in an envelope or package addressed to  
4           the persons at the addresses listed below and providing them to a messenger for  
5           service. (A declaration by the messenger must be attached to the Certificate of  
6           Service).

7           I declare under penalty of perjury that the foregoing is true and correct.

8           Signed on this 6<sup>th</sup> day of March, 2017.

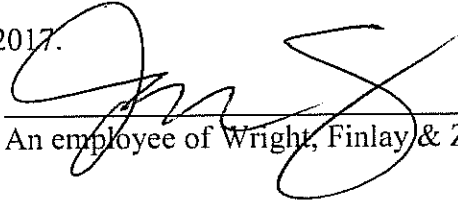
9             
10           An employee of Wright, Finlay & Zak, LLP

Exhibit 1

Exhibit 1

Exhibit 1

1 WRIGHT, FINLAY & ZAK, LLP  
 2 Raymond Jereza, Esq.  
 3 Nevada Bar No. 011823  
 4 5532 South Fort Apache Road, Suite 110  
 5 Las Vegas, NV 89148  
 6 (702) 475-7964; Fax: (702) 946-1345  
 7 [rjereza@wrightlegal.net](mailto:rjereza@wrightlegal.net)

8 *Attorney for Secured Creditor, Seterus, Inc. as the authorized subservicer for Federal National  
 Mortgage Association ("Fannie Mae"), creditor c/o Seterus, Inc.*

9 UNITED STATES BANKRUPTCY COURT

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11 In re:

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 16 *aka* SUSY J VALENCIA

STIPULATION REGARDING  
 ADEQUATE PROTECTION  
 PAYMENTS

Debtor.

17 The parties hereby having reached an agreement and for good cause appearing;

18 IT IS HEREBY STIPULATED between Seterus, Inc. as the authorized subservicer for  
 19 Federal National Mortgage Association ("Fannie Mae"), creditor, c/o Seterus, Inc. ("Secured  
 20 Creditor"), by and through its counsel of record, Raymond Jereza, Esq. of Wright, Finlay & Zak,  
 21 LLP and Debtor, Susy J Valdespin, by and through her counsel of record, Kerry J. Eaton, Esq.,  
 22 that the stay in regards to the real property located at 9345 Stoney Creek Way, Reno, NV 89506,  
 23 shall remain in effect subject to the following terms and conditions:

24 Debtor currently owes post-petition arrears to Secured Creditor as follows:

25	Payment: 2/01/14 @ \$898.10 per month	\$898.10
26	Payments: 3/01/14-09/01/14 @ \$968.72 per month	\$6,781.04
27	Property Inspection Fees	\$165.00
28	Suspense Balance	(\$70.10)
	Total	\$7,774.04

1 Debtor is post-petition delinquent in the total amount of \$7,774.04. Debtor shall make  
2 equal monthly adequate protection installments in the amount of \$863.78 for eight (8) months  
3 commencing October 15, 2014 and continuing on the fifteenth day of each month ending  
4 May 15, 2015, followed by a payment of \$863.80 on June 15, 2015, in order to cure the post-  
5 petition default. All payments due to Secured Creditor set forth shall be paid to Seterus, Inc. at  
6 the following address in the form of certified funds:

7 Seterus, Inc.  
8 PO Box 7162  
9 Pasadena, CA 91109-7162

10 IT IS FURTHER STIPULATED that, in addition to the aforementioned adequate  
11 protection payments, the Debtor shall remain current and in good standing on her regular  
12 mortgage payments in the amount of \$968.72 per month (\$734.44 in principal and interest plus  
13 \$234.28 in taxes and insurance), which are due on the first of each month. The amount of these  
14 payments may be subject to change under terms of the parties' original agreements. Debtor's  
15 next post-petition payment is due for October 1, 2014, in the amount of \$968.72.

16 IT IS FURTHER STIPULATED that upon any default in the foregoing terms and  
17 conditions, Secured Creditor shall serve written notice of default to Debtor, and any attorney for  
18 Debtor. If Debtor fails to cure the default within 15 calendar days after mailing of such written  
19 notice:

- 20 a. Secured Creditor may file and serve a declaration under penalty of perjury specifying  
21 the default, together with a proposed order terminating stay, which the Court may  
22 grant without further notice of hearing.  
23 b. Secured Creditor may move for relief from the stay upon shortened notice in  
24 accordance with Local Bankruptcy Rules.  
25 c. Secured Creditor may move for relief from the stay on regular notice.

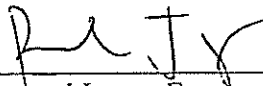
26 IT IS FURTHER STIPULATED that the stay shall remain in effect subject to the terms  
27 and conditions set forth in the Stipulation for Adequate Protection Payments.  
28



1 IT IS FURTHER STIPULATED that this Stipulation shall be binding and effective  
2 despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of  
3 the United States Code.

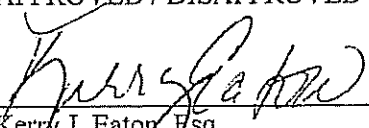
4  
5 Submitted by:

6 WRIGHT, FINLAY & ZAK, LLP

7   
8 Raymond Jereza, Esq.  
9 Nevada Bar No. 011823  
10 5532 South Fort Apache Road, Suite 110  
11 Las Vegas, NV 89148  
12 *Seterus, Inc. as the authorized subservicer for*  
13 *Federal National Mortgage Association*  
14 *("Fannie Mae"), creditor, c/o Seterus, Inc.*

Dated: 10/13/14

15  
16 APPROVED / DISAPPROVED

17   
18 Kerry J. Eaton, Esq.  
19 Nevada Bar No. 09548  
20 5421 Kietzke Ln, Ste 100  
21 Reno, NV 89511  
22 *Attorney for Debtor*

Dated: 9/10/14